

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is entered into as of the 26th day of June, 2023, by and between MONTGOMERY COUNTY, MARYLAND ("Landlord"), and THE STRATHMORE HALL FOUNDATION INCORPORATED ("Tenant").

RECITALS:

A. Landlord and Tenant entered into a Lease Agreement dated October 1, 2004, and First Amendment to Lease Agreement dated July 7, 2008, and Second Amendment to Lease Agreement dated June 25, 2010, and Third Amendment to Lease Agreement dated April 16, 2012, and Fourth Amendment to Lease Agreement dated October 25, 2012 (collectively the "Lease"), pursuant to which Landlord leased to Tenant certain property in Montgomery County, Maryland, which now consists of approximately sixteen (16) acres located in the northeast quadrant of the intersection of Maryland Route 355 and Tuckerman Lane (including approximately five contiguous acres transferred to Landlord by Symphony Park, LLC pursuant to a Special Warranty Deed dated September 5, 2014), together with all existing and future improvements thereon, including the buildings known as the "Mansion" and the "Venue" for the performing arts also known as "The Music Center at Strathmore", as further described in the Lease (collectively the "County Premises").

B. Pursuant to Section 2 of the Lease, as amended by the Third Amendment to Lease Agreement, the Initial Term of the Lease is set to expire on September 30, 2023.

C. Pursuant to Section 3A of the Lease, as amended, the Parties desire to renew the Term of the Lease for the first of four (4) consecutive ten (10) year Renewal Terms, effective on October 1, 2023.

D. The Parties desire to acknowledge the placement by Tenant of a new building to the County Premises, known as the BOU Terrace/Escalator Addition ("Bou Terrace").

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged by the parties, Landlord and Tenant agree as follows:

1. The parties agree to extend the Lease for the First Renewal Term of ten (10) years, commencing on the 1st day of October, 2023 and expiring on September 30, 2033.

2. Effective as of the Date hereof, Landlord and Tenant acknowledge the placement of the Bou Terrace as indicated on Exhibit A on the County Premises. Bou Terrace adds an additional 5,000 square feet of glass enclosed space, allowing for an expanded meeting and reception space and an escalator which will ease crowd congestion and provide easy access for patrons with mobility issues. Bou Terrace was completed in 2019. Effective as of the date hereof, Bou Terrace is included

as a part of the County Premises and is County property, pursuant to Section 8.D of the Lease. Notwithstanding anything in the Lease to the contrary, and for the avoidance of doubt, responsibility for the maintenance and repair of the County Premises including the Bou Terrace, shall be as set forth in Revised Exhibit E to the Lease, a copy of which is attached to this Amendment.

3. Except where modified by this Amendment, the Lease (as previously amended) is hereby ratified and confirmed in all respects. In the event of any conflict between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall govern.

4. Except where the context plainly requires otherwise, all capitalized terms that are not defined in this Amendment shall have the meanings ascribed to such terms in the Lease.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

WITNESS:

LANDLORD:

MONTGOMERY COUNTY, MARYLAND



By: 

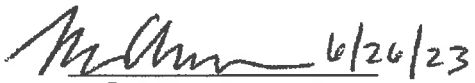
Name: Fariba Kassiri

Title: Deputy Chief Administrative Officer

WITNESS:

TENANT:

**THE STRATHMORE HALL FOUNDATION,
INCORPORATED**

 6/26/23
CFO

By:  6/26/23


Name: Monica Jeffries Hazangeles

Title: President and CEO

APPROVED AS TO FORM & LEGALITY RECOMMENDED

OFFICE OF THE COUNTY ATTORNEY

By:  7/14/2023
Name: Neal Anker
Title: Associate County Attorney

By:  7/13/2023
Name: Cynthia Brenneman, Director
Title: Office of Real Estate

REVISED EXHIBIT "E"

**MAINTENANCE RESPONSIBILITIES
FOR MANSION, MUSIC CENTER, AND GROUNDS**

[SECTION 9]

<u>ITEM/SYSTEM</u>	<u>MAINTAINED BY</u>
<u>Facility Maintenance</u>	
Facility Structural	County
Facility Exterior Surfaces and Finishes	County
Facility Interior Surfaces and Finishes	County
Facility Interior and Exterior Glazing and Systems	County
Facility Roofing Systems	County
Facility Sidewalk, Driveway and Parking Lots	County
 Facility Mechanical Systems	
Refrigeration, Heating, & Air Handlers Systems	County
ATC, Energy Mgmt/Building Automation	County
Pumps, Controllers, and Water Treatment	County
Facility Electrical Systems	
Feeders, Cabling, Distribution Systems	County
Switchgear, Transformers, Panel boards,	County
Motor Controls, Switches, Disconnects	County
Wiring, Receptacles and Wired Devices	County
Facility Emergency Generator and Power System	County
Facility Elevators, Dumbwaiters, and Escalators	County
Facility Lighting Fixtures-Ext. & Int. Gen. Illumination	County
Facility Performance Lighting Fixtures	Strathmore
 Facility Plumbing, Pumps, Tanks and Fixtures	County
 Facility Fire Protection/ Life Safety Systems	
Sprinklers and Fire Pump Systems	County
Building Fire Alarm System	County
Fire Extinguishers - Portable Wall Mounted	County
Fire Extinguisher System - Kitchen Areas	Strathmore
 <u>Security</u>	
Facility Security- Intrusion and Card Reader System	County
Facility Security – Intrusion and Card Reader System – Supplies, Printer & Admin	Strathmore
Facility Security - CCTV / Recording System (Interior)	Strathmore
Facility Security - CCTV/Recording System (Exterior)	County
Facility Security- On Site Guards and Personnel	Strathmore
Facility Security- 24-hour Monitoring Station Services	County
Facility Security- Telecommunications Link for Monitoring Services	Strathmore
 Facility Housekeeping - Concert Hall, Education Bldg., Metro Walkway Program/Performance-specific housekeeping	County Strathmore
 <u>Miscellaneous</u>	
Facility Education & Admin Electric Window Shades	Strathmore
Facility Manual Window Treatments (blinds)	Strathmore
Concert Hall Stage Platform Lift	County
Concert Hall Adjustable Acoustic Systems	Strathmore
Concert Hall Show Portable Rigging Systems	Strathmore
Concert Hall Orchestra Risers	Strathmore
Concert Hall Chorus Risers	Strathmore
Concert Hall Chorus Risers Benches	Strathmore
Concert Hall Installed Theater Seating	County
Concert Hall Free Standing Box Seat Chairs	County

<u>ITEM/SYSTEM</u>	<u>MAINTAINED BY</u>
Concert Hall Sound Systems	Strathmore
Concert Hall Lighting Dimmer System	Strathmore
Concert Hall Stage Portable Furnishings	Strathmore
Green Room / Dressing Room Painting and Furnishings	Strathmore
Admin Office Furnishings	Strathmore
Education Spaces Furnishings	Strathmore
Facility Wide CC Master Antenna System	Strathmore
Facility Wide Show Video Monitoring System	Strathmore
Facility Wide Telephone and Voice Messaging Syst.	Strathmore
Facility Wide Computer, Data and Network Systems	Strathmore
Facility audio/visual equipment	Strathmore
<u>Grounds Maintenance</u>	
Grass Cutting	Strathmore
Tree Maintenance	County
Landscaping Plants	County/Strathmore
Landscaping Services - Mulching, Pruning, Weeding	Strathmore
Snow Removal	County
Facility Utilities:	
Electric, Gas, Water, Sewer	County
Telephone	Strathmore
 03/29/04WAN/AR 06/12/23MJH/Strathmore	

